

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

(916 KELLY ST)

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to **Richard Casby** with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and **Richard Casby** have entered into a Purchase and Sale Agreement dated the _____ day of September, 2019, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and **Richard Casby** has agreed to purchase this Property for a total purchase price **\$1,600.00** the certain real Property, more particularly described in Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery as follows:

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit "B" and said Purchase and Sale Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and

execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.
2. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
3. The buyer shall construct a residential structure on the parcel of property to be completed no later than June 30, 2020. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder

by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach.

And to execute any and all other documents and instruments pertaining thereto.

ADOPTED the _____ day of September, 2019.

**_____
BRENDA BLALOCK, CITY CLERK**

APPROVED: _____

**_____
TODD STRANGE, MAYOR**

EXHIBIT A

Street Address: 916 Kelly St, Montgomery, AL 36108

Legal Description: BEG 125FT E & 100FT S OF SE COR OF JEFF DAVIS AVE & MURRAY ST E 105FT S 105FT W 105FT N 105FT TO POB LESS ROW OF ALLEY IN SE1/4 OF 14 16 17. Same being historically described and also known as Lot Red 2 of Red 7 of Lot 1, Block 8 of the Peacock Tract. Being and intended to be and include all land that is part of Parcel #11-06-14-4-001-051.000, whether correctly described herein or not.

EXHIBIT B

PURCHASE / SALE AGREEMENT

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

(1024 S HOLT ST)

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to **Richard Casby** with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and **Richard Casby** have entered into a Purchase and Sale Agreement dated the _____ day of September, 2019, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and **Richard Casby** has agreed to purchase this Property for a total purchase price **\$2,300.00** the certain real Property, more particularly described in Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery as follows:

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit "B" and said Purchase and Sale Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and

execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.
2. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
3. The buyer shall construct a single family dwelling on the parcel of property to be completed no later than June 30, 2020. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to Seller. In the event Seller elects for the property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder

by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach.

And to execute any and all other documents and instruments pertaining thereto.

ADOPTED the _____ day of September, 2019.

**_____
BRENDA BLALOCK, CITY CLERK**

APPROVED: _____

**_____
TODD STRANGE, MAYOR**

EXHIBIT A

Street Address: 1024 S Holt St, Montgomery, AL 36108

Legal Description: RYAN SUB BLK 5 PEACOCK TRACK LOT 9 BLOCK D BOOK
001 PAGE 014. Being and intended to be and include all land that is part of Parcel #11-
06-13-3-015-012.000.

EXHIBIT B

PURCHASE / SALE AGREEMENT

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

(1030 S HOLT ST)

WHEREAS, the City of Montgomery, Alabama ("City") owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public's best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to **Richard Casby** with rights of ingress/egress thereto; and

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by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach.

And to execute any and all other documents and instruments pertaining thereto.

ADOPTED the _____ day of September, 2019.

BRENDA BLALOCK, CITY CLERK

APPROVED: _____

TODD STRANGE, MAYOR

EXHIBIT A

Street Address: 1030 S Holt St, Montgomery, AL 36108

Legal Description: RYAN SUB 5 PEACOCK TRACT LOT 7 D BOOK 1 PAGE 14.
Being and intended to be and include all land that is part of Parcel #11-06-13-3-015-013.000.

EXHIBIT B

PURCHASE / SALE AGREEMENT